

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X

R. C.

Plaintiff,

COMPLAINT

-against-

BOY SCOUTS OF AMERICA, INC., a
Congressionally Chartered Corporation authorized to
do business in New York, GREATER NEW YORK
COUNCILS, BOY SCOUTS OF AMERICA, a New
York Corporation, and BROOKLYN COUNCIL,
BOY SCOUTS OF AMERICA, a New York
Corporation.

Index No. _____

Defendants.

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TO THE SUPREME COURT OF THE STATE OF NEW YORK:

Plaintiff, R. C. by and through undersigned counsel, respectfully shows to this Court and
alleges as follows:

Introduction

This is a revival action brought pursuant to the New York Child Victims Act, CPLR § 214-g. The Plaintiff, when he was a minor, was sexually assaulted by George Cavanagh a scoutmaster of the Boy Scouts of America, who was assigned to troop number 573 in Canarsie, New York.

Parties, Jurisdiction and Venue

1. Plaintiff R. C. is a citizen and resident of the State of New York. Plaintiff brings this Complaint using his initials because of the sensitive nature of the allegations of child sexual abuse in the Complaint, which is a matter of the utmost intimacy. Plaintiff fears

embarrassment and further psychological damage if his identity as a victim of child sexual abuse were to become publicly known. His identity will be made known to Defendant, at the latest, upon service of the Summons and Complaint.

2. Defendant, the BOY SCOUTS OF AMERICA, (hereinafter "BOY SCOUTS") is a congressionally chartered corporation headquartered in Irving, Texas and authorized to do business in New York, and engaging in substantial and not isolated activities in New York.
3. Defendant, GREATER NEW YORK COUNCILS, INC., BOY SCOUTS OF AMERICA, (hereinafter "GREATER NEW YORK COUNCILS") is a New York corporation under the supervision of, and granted certain powers and duties by, THE BOY SCOUTS OF AMERICA. GREATER NEW YORK COUNCILS operate, oversees, and maintains THE BOY SCOUTS organizations in the five boroughs of the state of New York. GREATER NEW YORK COUNCILS is sub-divided into boroughs, led by a borough executive, which are then divided into districts, to include BROOKLYN COUNCIL.
4. Defendant, BROOKLYN COUNCIL, INC., BOY SCOUTS OF AMERICA, (hereinafter "BROOKLYN") is a New York corporation under the supervision of, and granted certain powers and duties by, THE BOY SCOUTS. Through powers and duties granted by THE BOY SCOUTS, BROOKLYN COUNCIL is responsible for hiring, training, appointing, supervising, and the initial approval of THE BOY SCOUTS leaders. BROOKLYN COUNCIL is additionally responsible for the local oversight and control of THE BOY SCOUTS' troops, and the implementation of THE BOY SCOUTS' policies, procedures, missions, and goals.

5. This Court has subject matter jurisdiction of this action pursuant to Article VI of the New York Constitution.
6. Personal jurisdiction lies over Defendants, GREATER NEW YORK COUNCILS, BOY SCOUTS OF AMERICA and BROOKLYN COUNCIL BOY SCOUTS OF AMERICA as the organizations are present and domiciled in the State of New York. Personal jurisdiction lies over Defendant, BOY SCOUTS as it is and authorized to do business in New York and engaged in substantial and not isolated activities in New York.
7. Venue of this action lies in Kings County as a substantial part of the events or omissions giving rise to the claim occurred in Kings County.

Statement of Facts

8. The BOY SCOUTS nationally operate and oversee one of the largest youth organizations in the United States and select and approve adult leaders to serve as scoutmasters and hold other leadership positions. These adult leaders supervise, mentor and instruct youth who participate in the activities and organizations of The BOY SCOUTS. The BOY SCOUTS retain the right to control the physical details and the means and methods of scout leaders' interactions with individual scouts. At all material times, The BOY SCOUTS was nationally responsible for operating, maintaining, and overseeing the local organizations, troops, and chapters of The BOY SCOUTS. The BOY SCOUTS is ultimately responsible for the approval and assignment of scoutmasters, scout leaders, volunteers, as well as the implementation of policies and procedures, including policies relating to the safety of children and prevention of childhood sexual abuse. The BOY SCOUTS delegate and grant certain powers and duties to the local BOY SCOUTS organizations, while overseeing the same.

9. The BOY SCOUTS is organized as a vertically integrated corporate structure. At the top of the BOY SCOUTS hierarchy is the National Council, BOY SCOUTS OF AMERICA. The National Council establishes and controls BOY SCOUTS' policy concerning membership qualification and admittance to the organization. The BOY SCOUTS grants charters to local councils which carry out the business of the BOY SCOUTS on a regional basis.
10. The BOY SCOUTS, with the assistance of the local council, grants charters to charter organizations which sponsor troops in the community. The charter organization, pursuant to BOY SCOUTS' rules, regulations and policy, forms a troop committee to guide the formation and operation of the troop and handle the troop's administration. This troop committee is headed up by the troop committee chairperson.
11. George Cavanagh was at all material times an adult male and scoutmaster who was assigned to supervise, mentor and instruct youth who were involved in scouting activities of THE BOY SCOUTS, including those within the jurisdiction of BROOKLYN COUNCIL. In this capacity, George Cavanagh was under the supervision of the GREATER NEW YORK COUNCILS, BROOKLYN COUNCIL and THE BOY SCOUTS.
12. In or about 1957, R. C. was a youth involved in THE BOY SCOUTS who was under the supervision of George Cavanagh, scoutmaster within the BROOKLYN COUNCIL.
13. By virtue of George Cavanagh's status as scoutmaster within BROOKLYN COUNCIL, and approval by the GREATER NEW YORK COUNCILS and THE BOYS SCOUTS, holding George Cavanagh out as an adult who could be trusted, R.C. and his parents trusted and placed their confidence in George Cavanagh for R. C.'s safety. For purposes

of furthering his duties as Defendants' agent, George Cavanagh, sought and gained R. C.'s trust, friendship, admiration and obedience. As a result, R. C. was conditioned to comply with George Cavanagh's direction and to look to him as an authority figure.

14. George Cavanagh began to spend considerable time with R. C. and other youths whom he met through his duties with THE BOY SCOUTS during BROOKLYN COUNCIL activities.
15. It was known amongst other scoutmasters that George Cavanagh invited boys to private lessons and outings constantly. Other scout masters warned the Boy Scout members about said outings and discouraged them from participating in these supposed private lessons. They encouraged kids to keep their distance.
16. Scoutmasters witnessed George Cavanagh inappropriately touch Boy Scout members by massaging their shoulders, slapping their buttocks, and engaging in long hugs. There were rumors amongst scoutmasters and older Boy Scout members that George Cavanagh touched boys inappropriately.
17. In approximately 1958, George Cavanagh sexually assaulted R. C. when no other adults were around. During a camp outing, George Cavanagh entered R. C.'s tent and performed oral sex on R. C. Upon information and belief, other Boy Scout members were sexually assaulted by George Cavanagh during this trip.
18. George Cavanagh frightened, intimidated, and coerced R. C. into not disclosing George Cavanagh's horrific sexual assault to anyone. Following the abuse, R. C. left the Boy Scouts. Upon information and belief, George Cavanagh became a registered sex offender in the state of Florida.
19. At the time of the abuse, George Cavanagh was under the supervision of THE BOY SCOUTS and was serving as a scoutmaster and authorized volunteer with the

BROOKLYN COUNCIL.

20. Upon information and belief, at all relevant times, the BOY SCOUTS had knowledge that sexual predators infiltrated the organization in order to gain access to young children.
21. Upon information and belief, after finding out about George Cavanagh's sexually inappropriate behavior toward Boy Scout members, THE BOY SCOUTS actively took steps to conceal the abuse and failed to take reasonable measures to ensure R.C.'s safety.
22. Additionally, pursuant to its general policies and practices, THE BOY SCOUTS have maintained what is variously known as the "red flag files," "confidential files," or "ineligible volunteer files." It has maintained said files for decades prior to the abuse of the Plaintiff. These secret files were created by THE BOY SCOUTS and contain the names of BOY SCOUT leaders and adult volunteers whom THE BOY SCOUTS knew were alleged to have or in fact did sexually molest or otherwise sexual abuse scouts who were minor children. THE BOY SCOUTS concealed and misrepresented facts demonstrating their role in enabling and facilitating this abhorrent sexual abuse and emotionally damaging acts and failed to warn or instruct parents or Scouts about the dangers of abuse scoutmasters inherent in the scouting program. As a result of these extensive personnel files detailing the predations of these scoutmasters and adult volunteers, THE BOY SCOUTS knew and were familiar with the particular behavioral characteristics and grooming techniques of pedophiles and child molesters who joined THE BOY SCOUTS at alarming levels. Upon information and belief, George Cavanagh was known by THE BOY SCOUTS, GREATER NEW YORK COUNCILS and BROOKLYN COUNCIL to engage in the particular behavioral characteristics and

grooming techniques of known pedophiles in THE BOY SCOUTS. Despite such actual or constructive knowledge, THE BOY SCOUTS continued to affirmatively misrepresent George Cavanagh to Plaintiff and others as someone who could safely supervise children and is otherwise qualified for his duties as a youth leader within THE BOY SCOUTS.

23. It was further the policy and practice of THE BOY SCOUTS for their employees and representatives to maintain the secrecy of these files as a duty of the highest order, trumping other duties and moral obligations, including the duty to disclose.

Nature of Conduct Alleged

24. This action alleges physical, psychological and emotional injuries suffered as a result of conduct which would constitute a sexual offense on a minor as defined in Article 130 of the New York Penal Law, including without limitation, conduct constituting rape (consisting of sexual intercourse) (N.Y. Penal Law §§ 130.25 – 130.35); criminal sexual act (consisting of oral or anal sexual conduct) (N.Y. Penal Law §§ 130.40 – 130.53), and/or sexual abuse (consisting of sexual contact) (N.Y. Penal Law §§ 130.55 – 130.77).

25. The limitation of liability set forth in CPLR Art. 16 is not applicable to the claim of personal injury alleged herein, by reason of one or more of the exemptions provided in CPLR § 1602, including without limitation, that Defendant acted with reckless disregard for the safety of others, including Plaintiff, or knowingly or intentionally, in concert with George Cavanagh, to retain George Cavanagh as a scoutmaster of the BROOKLYN COUNCIL with unfettered and unsupervised access to children.

COUNT I

(NEGLIGENCE AGAINST THE BOY SCOUTS OF AMERICA)

26. Plaintiff repeats and re-alleges Paragraphs 1 through 25 above.
27. At all material times, THE BOY SCOUTS owed a duty to R. C. to use reasonable care to ensure R. C.'s safety, care, health, and well-being because they had invited R. C. to engage in a close relationship with scoutmasters and undertook to act *in loco parentis* on behalf of R. C. during meetings, events, and campouts. THE BOY SCOUTS had the duty to ensure that R. C. and all children associated with THE BOY SCOUTS were safe from foreseeable harm posed by adult BOY SCOUTS scoutmasters.
28. THE BOY SCOUTS had the duty to engage in reasonable diligence to ensure that children involved in THE BOY SCOUTS would be safe from foreseeable harm from any adult BOY SCOUTS leader.
29. THE BOY SCOUTS' duties encompassed using reasonable care in the authorization, approval, screening, investigation, retention, assignment, authorization and/or supervision of scoutmasters and other youth leaders who would not pose a foreseeable threat to the safety, care, health, and well-being of minors involved in their youth activities.
30. THE BOY SCOUTS additionally had the duty and the power to revoke and/or remove any adult leader who posed a foreseeable harm to children.
31. Based upon, among other things, the obvious grooming tactics and inappropriate touching of young boys, George Cavanagh posed a foreseeable harm to children. Upon information and belief, this information was known at all relevant times to THE BOY SCOUTS. THE BOY SCOUTS was aware that George Cavanagh posed a grave danger to boys of sexual abuse while he was assigned scoutmaster of troop 573.

32. Upon information and belief, THE BOY SCOUTS knew that George Cavanagh engaged in inappropriate conduct and contact with Boy Scout members, and thus, was unfit, dangerous, and posed a foreseeable threat to the health, safety and welfare of R. C.
33. Despite this knowledge, THE BOY SCOUTS breached its duty to protect children from foreseeable harm by choosing not to investigate, supervise or remove George Cavanagh from his position as scoutmaster, or otherwise warn boy scouts and their parents.
34. THE BOY SCOUTS breached its duty to protect R. C. from foreseeable harm, by failing to use reasonable care to provide a safe environment for R. C. where he would be free from the unwanted sexual advances and dangerous propensities of George Cavanagh, an agent and authorized volunteer of THE BOY SCOUTS. THE BOY SCOUTS also breached its duties by failing to investigate and/or misrepresenting its awareness of facts regarding George Cavanagh that created a likely and foreseeable harm to R.C.
35. Upon information and belief, despite knowledge of George Cavanagh's foreseeable threat to the health, safety and welfare of minors, THE BOY SCOUTS continued to provide George Cavanagh with unsupervised and unfettered access to minors, including R. C. while in a position of control and power over them.
36. George Cavanagh and R. C. were in a fiduciary relationship. George Cavanagh was in a position of trust and confidence with R.C. R. C. looked to George Cavanagh for counseling and guidance.
37. THE BOY SCOUTS were in a fiduciary relationship with R.C. THE BOY SCOUTS were in a position of trust and confidence with R.C. R. C. looked to THE BOY SCOUTS and its representatives for counseling and guidance. THE BOY SCOUTS owed R. C. a fiduciary duty to:
- (a) warn r. c. and his parents of the potential for harm from George Cavanagh;

- (b) disclose its awareness of facts regarding George Cavanagh that created a likely potential for harm;
 - (c) disclose its awareness that pedophiles joined the boy scouts at alarming rates and that George Cavanagh was engaging in behavioral patterns and grooming techniques consistent with these known pedophiles;
 - (d) disclose its negligence with regard to the supervision, assignment, and retention of George Cavanagh;
 - (e) provide a safe environment for r. c. where he would be free from sexual abuse;
 - (f) protect R. C. from exposure to harmful individuals like George Cavanagh, and
 - (g) adequately investigate George Cavanagh, prior to and after approval as a scoutmaster.
38. the boy scouts breached its fiduciary duty to R.C. by failing to:
- (a) warn R. C. of the potential for harm from George Cavanagh;
 - (b) disclose its awareness of facts regarding George Cavanagh that created a likely potential for harm;
 - (c) disclose its awareness that pedophiles joined the boy scouts of America at alarming rates and that George Cavanagh was engaging in behavioral patterns and grooming techniques consistent with these known pedophiles;
 - (d) disclose its own negligence with regard to supervision, assignment, and retention of George Cavanagh;
 - (e) provide a safe environment for R. C. where he was free from abuse;
 - (f) protect R.C. from exposure to harmful individuals like George Cavanagh, and
 - (g) adequately investigate George Cavanagh, prior to and after approval as a scoutmaster.

38. The sexual abuse by George Cavanagh has caused R. C. to experience severe psychological injuries and loss of enjoyment of life. These injuries are persistent, permanent, and debilitating in nature.

WHEREFORE, Plaintiff, R. C., demands judgment against Defendant, BOY SCOUTS OF AMERICA, INC., a Congressionally chartered Corporation authorized to do business in New York, for compensatory damages, punitive damages, costs and such other and further relief as this Court deems just and proper.

COUNT II
**(NEGLIGENCE AGAINST GREATER NEW YORK COUNCILS INC.,
BOY SCOUTS OF AMERICA)**

39. Plaintiff repeats and re-alleges Paragraphs 1 through 25 above.

40. At all material times, GREATER NEW YORK COUNCILS owed a duty to R. C. to use reasonable care to ensure R.C.'s safety, care, health, and well-being because they had invited R. C. to engage in a close relationship with scoutmasters and undertook to act *in loco parentis* on behalf of R. C. during meetings, events, and campouts.

41. GREATER NEW YORK COUNCILS had the duty to ensure that all children associated with THE BOY SCOUTS in Brooklyn, New York were safe from foreseeable harm posed by adult BOY SCOUTS leaders.

42. GREATER NEW YORK COUNCILS had the duty to engage in reasonable diligence to ensure that children involved in THE BOY SCOUTS would be safe from foreseeable harm before approving any adult BOY SCOUTS leader in Kings County.

43. GREATER NEW YORK COUNCILS' duties encompassed using reasonable care in the approval, screening, investigation, retention, assignment, authorization and/or supervision of scoutmasters and other youth leaders who would not pose a foreseeable

threat to the safety, care, health, and well-being of minors involved in their youth activities.

44. Based upon, among other things, the grooming techniques and inappropriate interactions with children exhibited by George Cavanagh, he posed a foreseeable harm of sexual abuse of children. Upon information and belief, this information was known to GREATER NEW YORK COUNCILS at all relevant times. GREATER NEW YORK COUNCILS was aware that George Cavanagh posed a grave danger of sexual abuse to boys, before approving him as a scoutmaster.

45. Upon information and belief, GREATER NEW YORK COUNCILS knew or had constructive notice that George Cavanagh encouraged private lessons with the Boy Scout members and engaged in inappropriate touching of Boy Scout members, and thus, was unfit, dangerous, and posed a foreseeable threat to the health, safety and welfare of R.C.

46. Despite this knowledge, GREATER NEW YORK COUNCILS breached its duty to protect children from foreseeable harm by approving George Cavanagh to be a scoutmaster in Kings County, New York.

47. GREATER NEW YORK COUNCILS breached its duty to protect R. C. from foreseeable harm by failing to use reasonable care to provide a safe environment for R. C. where he would be free from the unwanted sexual advances and dangerous propensities of George Cavanagh, an agent and authorized volunteer of GREATER NEW YORK COUNCILS. GREATER NEW YORK COUNCILS also breached its duties by failing to investigate and/or misrepresenting its awareness of facts regarding George Cavanagh that created a likely potential for harm to R.C.

48. Despite knowledge of George Cavanagh's foreseeable threat to the health, safety and welfare of minors, GREATER NEW YORK COUNCILS approved and continued to provide George Cavanagh with unsupervised and unfettered access to minors, including R.C., while in a position of power and control over them.

49. George Cavanagh and R. C. were in a fiduciary relationship. George Cavanagh was in a position of trust and confidence with R. C. R. C. looked to George Cavanagh for counseling and guidance.

50. GREATER NEW YORK COUNCILS was in a fiduciary relationship with R. C. GREATER NEW YORK COUNCILS was in a position of trust and confidence with R. C. R. C. looked to GREATER NEW YORK COUNCILS and its representatives for counseling and guidance. GREATER NEW YORK COUNCILS owed R. C. a fiduciary duty to:

- (a) warn R.C. and his parents of the potential for harm from George Cavanagh;
- (b) disclose its awareness of facts regarding George Cavanagh that created a likely potential for harm;
- (c) disclose its awareness that pedophiles greater New York councils at alarming rates and that George Cavanagh was engaging in behavioral patterns and grooming techniques consistent with these known pedophiles;
- (d) disclose its negligence with regard to the supervision, assignment, and retention of George Cavanagh;
- (e) provide a safe environment for R.C. where he would be free from abuse;
- (f) protect R.C. from exposure to harmful individuals like George Cavanagh; and
- (g) adequately investigate George Cavanagh, prior to approval as a scoutmaster.

50. Greater NEW YORK COUNCILS breached its fiduciary duty to R. C. by failing to:

- (a) investigate and warn R.C. of the potential for harm from George Cavanagh;
- (b) disclose its awareness of facts regarding George Cavanagh that created a likely potential for harm;
- (c) disclose its awareness the pedophiles joined the greater New York councils at alarming rates and that George Cavanagh was engaging in behavioral patterns and grooming techniques consistent with these known pedophiles;
- (d) disclose its own negligence with regard to supervision, assignment, and retention of George Cavanagh;
- (e) provide a safe environment for R.C. where he was free from abuse;
- (f) protect R.C. from exposure to harmful individuals like George Cavanagh; and
- (g) adequately investigate George Cavanagh, prior to approval as a scoutmaster.

51. The sexual abuse by George Cavanagh has caused R. C. to experience severe psychological injuries and loss of enjoyment of life. These injuries are persistent, permanent, and debilitating in nature.

WHEREFORE, Plaintiff, R. C., demands judgment against Defendants, GREATER NEW YORK COUNCILS, INC., BOY SCOUTS OF AMERICA, a New York corporation, for compensatory damages, punitive damages, costs and such other and further relief as this Court deems just and proper.

COUNT II
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54. BROOKLYN COUNCIL had the duty to ensure that all children associated with THE BOY SCOUTS in Brooklyn, New York were safe from foreseeable harms posed by adult BOY SCOUTS leaders.
55. BROOKLYN COUNCIL had the duty to engage in reasonable diligence to ensure that children involved in THE BOY SCOUTS would be safe from foreseeable harm before approving any adult BOY SCOUTS leader in Kings County.
56. BROOKLYN COUNCIL's duties encompassed using reasonable care in the approval, screening, investigation, retention, assignment, authorization and/or supervision of scoutmasters and other youth leaders who would not pose a foreseeable threat to the safety, care, health, and well-being of minors involved in their youth activities.
57. Based upon, among other things, the grooming techniques and inappropriate interactions with children exhibited by George Cavanagh, posed a foreseeable harm of sexual abuse of children. Upon information and belief, this information was known to BROOKLYN COUNCIL at all relevant times. BROOKLYN COUNCIL was aware that George Cavanagh posed a grave danger of sexual abuse to boys, before approving him as a scoutmaster.
58. Upon information and belief, BROOKLYN COUNCIL knew or had constructive notice that George Cavanagh encouraged private lessons with the Boy Scout members and engaged in inappropriate touching of boy scout members, and thus, was unfit, dangerous, and posed a foreseeable threat to the health, safety and welfare of R.C.

59. Despite this knowledge, BROOKLYN COUNCIL breached its duty to protect children from foreseeable harm by approving George Cavanagh to be a scoutmaster in Kings County, New York.

60. BROOKLYN COUNCIL breached its duty to protect R. C. from foreseeable harm by failing to use reasonable care to provide a safe environment for R. C. where he would be free from the unwanted sexual advances and dangerous propensities of George Cavanagh, an agent and authorized volunteer of BROOKLYN COUNCIL. BROOKLYN COUNCIL also breached its duties by failing to investigate and/or misrepresenting its awareness of facts regarding George Cavanagh that created a likely potential for harm to R.C.

61. Despite knowledge of George Cavanagh's foreseeable threat to the health, safety and welfare of minors, BROOKLYN COUNCIL approved and continued to provide George Cavanagh with unsupervised and unfettered access to minors, including R.C., while in a position of power and control over them.

62. George Cavanagh and R. C. were in a fiduciary relationship. George Cavanagh was in a position of trust and confidence with R. C. R. C. looked to George Cavanagh for counseling and guidance.

63. BROOKLYN COUNCIL was in a fiduciary relationship with R. C. BROOKLYN COUNCIL was in a position of trust and confidence with R. C. R. C. looked to BROOKLYN COUNCIL and its representatives for counseling and guidance. BROOKLYN COUNCIL owed R. C. a fiduciary duty to:

- (b) warn R.C. and his parents of the potential for harm from George Cavanagh;
- (b) disclose its awareness of facts regarding George Cavanagh that created a likely potential for harm;

(c) disclose its awareness that pedophiles joined Brooklyn council at alarming rates and that George Cavanagh was engaging in behavioral patterns and grooming techniques consistent with these known pedophiles;

(d) disclose its negligence with regard to the supervision, assignment, and retention of George Cavanagh;

(e) provide a safe environment for R.C. where he would be free from abuse;

(f) protect R.C. from exposure to harmful individuals like George Cavanagh; and

(g) adequately investigate George Cavanagh, prior to approval as a scoutmaster.

64. BROOKLYN COUNCIL breached its fiduciary duty to R. C. by failing to:

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(b) disclose its awareness of facts regarding George Cavanagh that created a likely potential for harm;

(c) disclose its awareness the pedophiles joined Brooklyn council at alarming rates and that George Cavanagh was engaging in behavioral patterns and grooming techniques consistent with these known pedophiles;

(d) disclose its own negligence with regard to supervision, assignment, and retention of George Cavanagh;

(e) provide a safe environment for R.C. where he was free from abuse;

(f) protect R.C. from exposure to harmful individuals like George Cavanagh; and

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66. The sexual abuse by George Cavanagh has caused R. C. to experience severe psychological injuries and loss of enjoyment of life. These injuries are persistent, permanent, and debilitating in nature.

WHEREFORE, Plaintiff, R. C., demands judgment against Defendants, BROOKLYN

VOICE FOR VICTIMS
HERMAN
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COUNCIL, INC., BOY SCOUTS OF AMERICA, a New York corporation, for compensatory damages, punitive damages, costs and such other and further relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury and all issues so triable as a matter of right.

Dated: New York, New York
August 14, 2019

Respectfully submitted,

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